

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
“**COOPERATOR**”  
AND  
UNITED STATES DEPARTMENT OF AGRICULTURE  
AGRICULTURAL RESEARCH SERVICE

**Enter name of Cooperator**, hereinafter referred to as the Cooperator, and the United States Department of Agriculture, Agricultural Research Service, hereinafter referred to as ARS, hereinafter jointly referred to as “the Parties,” hereby affirm their mutual interest in, and desire to broaden, cooperative research programs and exchanges.

The Parties recognize that cooperation is a matter of working together toward common goals of mutual interest, not merely cooperative financing or sharing of research activities. The Parties also recognize that successful cooperation occurs only through mutual understanding and efficient administration of cooperative programs. Nothing in this broad understanding is to be construed as interfering in any way with the basic responsibilities and authority of either party for independent action.

This Memorandum of Understanding (MOU) defines in general terms the basis for which the Parties will cooperate. Individual projects may be developed between the Parties which outline specific research projects.

ARTICLE I - PURPOSE

The purpose of this agreement is to strengthen the cooperation between the Parties in a collaborative effort to...**Describe purpose of cooperation**. To this end, the Parties agree jointly to explore and coordinate research activities of mutual interest which will be implemented by mutual understanding and in conformity with the regulations and policies of both Parties.

ARTICLE II - MUTUAL INTERESTS

The Parties are currently engaged in and have independent interests in research designed to...**Describe area(s) of Mutual Interest**. The Parties recognize the mutual benefit to be achieved through cooperative planning and execution of research activities.

ARTICLE III - COOPERATOR CONTRIBUTIONS

To facilitate the cooperative research effort(s) described herein, the Cooperator agrees to:

Assign Center staff as may be agreed upon to assist in identifying projects of mutual interest, as well as aid in planning and implementing research activities; jointly develop and facilitate an exchange program of scientific personnel; and furnish suitable land, facilities, equipment, supplies, labor, funds and other items required to support collaborative research activities as mutually agreed.

#### ARTICLE IV - ARS CONTRIBUTIONS

To facilitate the cooperative research effort(s) described herein, ARS agrees to:

Assign such members of its staff as may be agreed upon to assist in identifying projects of mutual interest, as well as aid in planning and implementing research activities; jointly develop and facilitate an exchange program of scientific personnel; and furnish suitable land, facilities, equipment, supplies, labor, funds and other items required to support collaborative research activities as mutually agreed.

#### ARTICLE V - GENERAL PROVISIONS

- a. The details of future cooperative undertakings shall be planned and executed under the auspices of separate agreements between the Cooperator and ARS. Outlines covering goals and objectives, working plans, research methodologies, and procedures shall be prepared jointly. Intellectual Property Rights shall be protected in accordance with mutually acceptable terms as defined by the future individual agreements.
- b. Either Party to this Agreement shall be free to use any of the results in its official correspondence or publications provided due credit is given to the other party for its contribution(s) to the effort. It is understood that neither Party will publish any results from joint research without consulting the other. This is not to be construed as applying for popular publication of previously published technical data. Publication may be joint or independent as may be agreed upon, always giving due credit to the contributions of all parties involved in the joint effort. In case of failure to agree as to the manner of publication or interpretation of results, either party may publish data after 90 days notice and submission of the proposed manuscripts to the other. In such instances the party publishing the data will give due credit to the cooperation but will assume full responsibility for publication and interpretation of results therein.
- c. This Agreement does not constitute a financial obligation to serve as a basis for expenditures. Each Party will handle and expend its own funds. All expenditures of ARS funds pursuant to this Agreement must be in

accordance with ARS and Departmental rules and regulations, and in each instance they must be based on appropriate fiscal documents such as a lease, contract, extramural agreement, purchase order, etc. Expenditures made by the Cooperator will be according to its' own governing rules and regulations.

- d. Either Party shall be free to purchase and use any equipment needed to achieve the goals of this Agreement. Equipment purchased with ARS funds shall remain the property of ARS and shall be subject to removal or other disposition by ARS at any time. Equipment purchased with the Cooperator's funds shall remain the property of the Cooperator's and shall be subject to removal or other disposition by the Cooperator at any time.
- e. Each Party will maintain appropriate kinds on insurance coverage to ensure that their employees and property are protected if damaged, injured, or killed, as appropriate. If the Cooperator elects not to obtain insurance coverage for its' employees that use ARS equipment, facilities, supplies, and materials, then the Cooperator grants ARS immunity from all claims arising from the Cooperator's use of such equipment, facilities, supplies, and materials.
- f. The responsibilities assumed by each of the cooperating Parties are contingent upon funds being made available from which the expenditures may be legally made.
- g. This Agreement may be modified only by mutual agreement between the Parties in writing, and may be discontinued at the request of either Party. Requests for any major change shall be submitted to the other party not less than 90 calendar days prior to the proposed effective date. Termination requests shall be sent to the other Party not less than 90 calendar days prior to the desired effective date.
- h. Copies of all correspondence concerning this Agreement shall be sent to the following:

AUTHORIZED DEPARTMENTAL OFFICER